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11 PHARMACEUTICAL CONSULTING

12 **UNITED STATES DISTRICT COURT**

13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

14 BREN INSURANCE SERVICES,  
15 INC. d/b/a ACTION  
16 PHARMACEUTICAL  
17 CONSULTING, a California  
18 corporation

19 Plaintiff,

20 v.

21 HEALTHCARE HIGHWAYS, INC., a  
22 Delaware corporation,

23 Defendant.

CASE NO.: 2:24-cv-03557-KS

Honorable Karen L. Stevenson

**STIPULATED PROTECTIVE  
ORDER**

**Complaint filed: April 30, 2024**

**Trial date: April 20, 2026**

1     A.     PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3     proprietary, or private information for which special protection from public  
4     disclosure and from use for any purpose other than prosecuting this litigation may be  
5     warranted. Accordingly, the Parties hereby stipulate to and petition the Court to  
6     enter the following Stipulated Protective Order. The Parties acknowledge that this  
7     Order does not confer blanket protections on all disclosures or responses to  
8     discovery and that the protection it affords from public disclosure and use extends  
9     only to the limited information or items that are entitled to confidential treatment  
10    under the applicable legal principles. The Parties further acknowledge, as set forth in  
11    Section 12.3 below, that this Stipulated Protective Order does not entitle them to file  
12    confidential information under seal; Civil Local Rule 79-5 and Judge Karen L.  
13    Stevenson's Procedures and Schedules set forth the procedures that must be followed  
14    and the standards that will be applied when a Party seeks permission from the Court  
15    to file material under seal.

16       B.     GOOD CAUSE STATEMENT

17           This breach-of-contract action is likely to involve valuable commercial,  
18    financial, technical, and/or proprietary information for which special protection from  
19    public disclosure and from use for any purpose other than prosecution or defense of  
20    this action is warranted. Such confidential and proprietary materials and information  
21    consist of, among other things, confidential business or financial information  
22    (including confidential business and financial information of third-party sponsors  
23    referenced in the Complaint), information regarding confidential business practices  
24    (including confidential business practices or information that should only be  
25    disclosed to the attorneys so that the Parties themselves do not disrupt each other's  
26    ongoing business dealings in the pharmacy benefit management space), or other  
27    confidential commercial information (including information implicating privacy  
28    rights of third parties, such as third-party sponsors referenced in the Complaint), and

1 information otherwise generally unavailable to the public, or which may be  
2 privileged or otherwise protected from disclosure under state or federal statutes,  
3 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
4 information, to facilitate the prompt resolution of disputes over confidentiality of  
5 discovery materials, to adequately protect information the parties are entitled to keep  
6 confidential, to ensure that the parties are permitted reasonable necessary uses of  
7 such material in preparation for and in the conduct of trial, to address their handling  
8 at the end of the litigation, and serve the ends of justice, a protective order for such  
9 information is justified in this matter. It is the intent of the Parties that information  
10 will not be designated as confidential for tactical reasons and that nothing be so  
11 designated without a good faith belief that it has been maintained in a confidential,  
12 non-public manner, and there is good cause why it should not be part of the public  
13 record of this case.

14 2. DEFINITIONS

15 2.1 Action: This pending lawsuit entitled, BREN INSURANCE  
16 SERVICES, INC. d/b/a ACTION PHARMACEUTICAL  
17 CONSULTING v. HEALTHCARE HIGHWAYS, INC., Case No. 2:24-  
18 cv-03557-KS.

19 2.2 Challenging Party: a Party or Nonparty that challenges the  
20 designation of information or items under this Order.

21 2.3 “CONFIDENTIAL” Information or Items: information  
22 (regardless of how it is generated, stored, or maintained) or tangible  
23 things that qualify for protection under Federal Rule of Civil Procedure  
24 26(c) and as specified above in the Good Cause Statement.

25 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as  
26 well as their support staff).  
27  
28

1           2.5   Designating Party: a Party or Nonparty that designates  
2           information or items that it produces in disclosures or in responses to  
3           discovery as “CONFIDENTIAL.”

4           2.6   Disclosure or Discovery Material: all items or information,  
5           regardless of the medium or manner in which it is generated, stored, or  
6           maintained (including, among other things, testimony, transcripts, and  
7           tangible things), that are produced or generated in disclosures or  
8           responses to discovery in this matter.

9           2.7   Expert: a person with specialized knowledge or experience in a  
10          matter pertinent to the litigation who has been retained by a Party or its  
11          counsel to serve as an expert witness or as a consultant in this Action.

12          2.8   In-House Counsel: attorneys who are employees of a Party to  
13          this Action. In-House Counsel does not include Outside Counsel of  
14          Record or any other outside counsel.

15          2.9   Nonparty: any natural person, partnership, corporation,  
16          association, or other legal entity not named as a Party to this action.

17          2.10   Outside Counsel of Record: attorneys who are not employees of  
18          a Party to this Action but are retained to represent or advise a Party and  
19          have appeared in this Action on behalf of that Party or are affiliated  
20          with a law firm that has appeared on behalf of that Party, including  
21          support staff.

22          2.11   Party: any Party to this Action, including all of its officers,  
23          directors, employees, consultants, retained experts, and Outside Counsel  
24          of Record (and their support staffs).

25          2.12   Producing Party: a Party or Nonparty that produces Disclosure or  
26          Discovery Material in this Action.

27          2.13   Professional Vendors: persons or entities that provide litigation  
28          support services (for example, photocopying, videotaping, translating,

1 preparing exhibits or demonstrations, and organizing, storing, or  
2 retrieving data in any form or medium) and their employees and  
3 subcontractors.

4 2.14 Protected Material: any Disclosure or Discovery Material that is  
5 designated as “CONFIDENTIAL.”

6 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
7 Material from a Producing Party.  
8

9 3. SCOPE

10 The protections conferred by this Stipulation and Order cover not only  
11 Protected Material (as defined above) but also (1) any information copied or  
12 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
13 compilations of Protected Material; and (3) any testimony, conversations, or  
14 presentations by Parties or their Counsel that might reveal Protected Material.

15 Any use of Protected Material at trial will be governed by the orders of the  
16 trial judge. This Order does not govern the use of Protected Material at trial.  
17

18 4. DURATION

19 Even after final disposition of this litigation, the confidentiality obligations  
20 imposed by this Order will remain in effect until a Designating Party agrees  
21 otherwise in writing or a court order otherwise directs. Final disposition is the later  
22 of (1) dismissal of all claims and defenses in this Action, with or without prejudice,  
23 or (2) final judgment after the completion and exhaustion of all appeals, rehearings,  
24 remands, trials, or reviews of this Action, including the time limits for filing any  
25 motions or applications for extension of time under applicable law. To the extent  
26 permitted by law, the Court shall retain jurisdiction to enforce, modify, or reconsider  
27 this Stipulated Protective Order, even after the Action is terminated.  
28

1  
2 5. DESIGNATING PROTECTED MATERIAL

3 5.1 Exercise of Restraint and Care in Designating Material for Protection.

4 Each Party or Nonparty that designates information or items for protection under this  
5 Order must take care to limit any such designation to specific material that qualifies  
6 under the appropriate standards. The Designating Party must designate for  
7 protection only those parts of material, documents, items, or oral or written  
8 communications that qualify so that other portions of the material, documents, items,  
9 or communications for which protection is not warranted are not swept unjustifiably  
10 within the ambit of this Order.

11 Mass, indiscriminate, or routinized designations are prohibited. Designations  
12 that are shown to be clearly unjustified or that have been made for an improper  
13 purpose (for example, to unnecessarily encumber the case-development process or to  
14 impose unnecessary expenses and burdens on other parties) may expose the  
15 Designating Party to sanctions.

16 If it comes to a Designating Party's attention that information or items it  
17 designated for protection do not qualify for that level of protection, that Designating  
18 Party must promptly notify all other Parties that it is withdrawing the inapplicable  
19 designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in  
21 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
22 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
23 under this Order must be clearly so designated before the material is disclosed or  
24 produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic documents  
27 but excluding transcripts of depositions or other pretrial or trial proceedings), the  
28 Producing Party must affix at a minimum the legend "CONFIDENTIAL" to each

1 page that contains Protected Material. If only a portion or portions of the material on  
2 a page qualify for protection, the Producing Party must clearly identify the protected  
3 portion(s) (for example, by making appropriate markings in the margins).

4 A Party or Nonparty that makes original documents available for inspection  
5 need not designate them for protection until after the inspecting Party has indicated  
6 which documents it would like copied and produced. During the inspection and  
7 before the designation, all material made available for inspection must be treated as  
8 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
9 copied and produced, the Producing Party must determine which documents, or  
10 portions thereof, qualify for protection under this Order. Then, before producing the  
11 specified documents, the Producing Party must affix the “CONFIDENTIAL” legend  
12 to each page that contains Protected Material. If only a portion or portions of the  
13 material on a page qualify for protection, the Producing Party also must clearly  
14 identify the protected portion(s) (for example, by making appropriate markings in the  
15 margins).

16 (b) for testimony given in depositions, the Designating Party must identify the  
17 Disclosure or Discovery Material that is protected on the record, before the close of  
18 the deposition, but may otherwise stipulate on the record at the deposition to make  
19 designations upon receipt of the transcript.

20 (c) for information produced in some form other than documentary and for  
21 any other tangible items, the Producing Party must affix in a prominent place on the  
22 exterior of the container or containers in which the information is stored the legend  
23 “CONFIDENTIAL.” If only a portion or portions of the information warrant  
24 protection, the Producing Party, to the extent practicable, must identify the protected  
25 portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive  
28 the Designating Party’s right to secure protection under this Order for that material.

1 On timely correction of a designation, the Receiving Party must make reasonable  
2 efforts to assure that the material is treated in accordance with the provisions of this  
3 Order.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any Party or Nonparty may challenge a  
6 designation of confidentiality at any time consistent with the Court's  
7 Scheduling Order.

8 6.2 Meet and Confer. The Challenging Party must initiate the dispute-  
9 resolution process (and, if necessary, file a discovery motion) under Local  
10 Rule 37.1 et seq.

11 6.3 The burden of persuasion in any such proceeding is on the Designating  
12 Party. Frivolous challenges, and those made for an improper purpose (for  
13 example, to harass or impose unnecessary expenses and burdens on other  
14 parties), may expose the Challenging Party to sanctions. Unless the  
15 Designating Party has waived or withdrawn the confidentiality designation, all  
16 parties must continue to afford the material in question the level of protection  
17 to which it is entitled under the Producing Party's designation until the Court  
18 rules on the challenge.

19  
20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
22 disclosed or produced by another Party or by a Nonparty in connection with this  
23 Action only for prosecuting, defending, or attempting to settle this Action. Such  
24 Protected Material may be disclosed only to the categories of people and under the  
25 conditions described in this Order. When the Action has been terminated, a  
26 Receiving Party must comply with the provisions of Section 13 below (FINAL  
27 DISPOSITION).

28 Protected Material must be stored and maintained by a Receiving Party



1 at a location and in a manner sufficiently secure to ensure that access is limited  
2 to the people authorized under this Order.

3 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
4 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
5 Receiving Party may disclose any information or item designated  
6 “CONFIDENTIAL” only to:

- 7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as  
8 well as employees of that Outside Counsel of Record to whom it is  
9 reasonably necessary to disclose the information for this Action;  
10 (b) the officers, directors, and employees (including In-House Counsel)  
11 of the Receiving Party to whom disclosure is reasonably necessary for  
12 this Action;  
13 (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed  
15 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);  
16 (d) the Court and its personnel;  
17 (e) court reporters and their staff;  
18 (f) professional jury or trial consultants, mock jurors, and Professional  
19 Vendors to whom disclosure is reasonably necessary for this Action and  
20 who have signed the “Acknowledgment and Agreement to Be Bound”  
21 (Exhibit A);  
22 (g) the author or recipient of a document containing the information or  
23 a custodian or other person who otherwise possessed or knew the  
24 information;  
25 (h) during their depositions, witnesses, and attorneys for witnesses, in  
26 the Action to whom disclosure is reasonably necessary provided that:  
27 (1) the deposing party requests that the witness sign the form attached as  
28 Exhibit A hereto; and (2) the witnesses will not be permitted to keep

any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” form (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed on by any of the Parties engaged in settlement discussions or appointed by the Court.

#### 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) promptly notify in writing the Designating Party. Such notification must include a copy of the subpoena or court order unless prohibited by law;
- (b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification must include a copy of this Stipulated Protective Order; and
- (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL” before a determination by the court from which the  
2 subpoena or order issued, unless the Party has obtained the Designating  
3 Party’s  
4 permission. The Designating Party shall bear the burden and expense of seeking  
5 protection in that court of its Protected Material, and nothing in these provisions  
6 should be  
7 construed as authorizing or encouraging a Receiving Party in this Action to disobey a  
8 lawful directive from another court.

9 9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE  
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by a  
12 Nonparty in this Action and designated as “CONFIDENTIAL.” Such information  
13 produced by Nonparties in connection with this Action is protected by the remedies  
14 and relief provided by this Order. Nothing in these provisions should be construed  
15 as prohibiting a Nonparty from seeking additional protections.

16 (b) In the event that a Party is required by a valid discovery request to  
17 produce a Nonparty’s confidential information in its possession and the Party is  
18 subject to an agreement with the Nonparty not to produce the Nonparty’s  
19 confidential information, then the Party must

- 20 (1) promptly notify in writing the Requesting Party and the Nonparty  
21 that some or all of the information requested is subject to a  
22 confidentiality agreement with a Nonparty;  
23 (2) promptly provide the Nonparty with a copy of this Stipulated  
24 Protective Order in this Action, the relevant discovery request(s), and a  
25 reasonably specific description of the information requested; and  
26 (3) make the information requested available for inspection by the  
27 Nonparty, if requested.  
28

1 (c) If the Nonparty fails to seek a protective order from this court within 14  
2 days of receiving the notice and accompanying information, the Receiving Party may  
3 produce the Nonparty's Confidential Information responsive to the discovery  
4 request. If the Nonparty timely seeks a protective order, the Receiving Party must  
5 not produce any information in its possession or control that is subject to the  
6 confidentiality agreement with the Nonparty before a determination by the court on  
7 the protective-order request. Absent a court order to the contrary, the Nonparty must  
8 bear the burden and expense of seeking protection of its Protected Material.

9  
10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Order, the Receiving Party must immediately notify the Designating Party in writing  
14 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized copies  
15 of the Protected Material, inform the person or people to whom unauthorized  
16 disclosures were made of the terms of this Order, and ask that person or people to  
17 execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto  
18 as Exhibit A.

19  
20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR  
21 OTHERWISE PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other protection,  
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
26 may be established in an e-discovery order that provides for production without prior  
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
28 parties reach an agreement on the effect of disclosure of a communication or

1 information covered by the attorney-client privilege or work product protection, the  
2 parties may incorporate their agreement in the stipulated protective order submitted  
3 to the court.

4  
5 12. MISCELLANEOUS

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Order, no Party waives any right it otherwise would have to object to disclosing or  
10 producing any information or item on any ground not addressed in this Order.  
11 Similarly, no Party waives any right to object on any ground to use in evidence of  
12 any of the material covered by this Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
15 be filed under seal only pursuant to a court order authorizing the sealing of the  
16 specific Protected Material at issue. If a Party's request to file Protected Material  
17 under seal is denied by the court, then the Receiving Party may file the information  
18 in the public record unless otherwise instructed by the court.

19  
20 13. FINAL DISPOSITION

21 After the final disposition of this Action, as defined in paragraph 4, within 60  
22 days of a written request by the Designating Party, each Receiving Party must return  
23 all Protected Material to the Producing Party or destroy such material. As used in  
24 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
25 summaries, and any other format reproducing or capturing any of the Protected  
26 Material. Whether the Protected Material is returned or destroyed, the Receiving  
27 Party must submit a written certification to the Producing Party (and, if not the same  
28 person or entity, to the Designating Party) by the 60-day deadline that identifies (by

category, when appropriate) all the Protected Material that was returned or destroyed and affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries, or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert reports; attorney work product; and consultant and expert work product even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Order as set forth in Section 4 (DURATION).

14. VIOLATION

Any willful violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: April 1, 2025

Respectfully submitted,  
NOVIAN & NOVIAN, LLP

By: /s/ Andrew B. Goodman\*

FARHAD NOVIAN

ANDREW B. GOODMAN

Attorneys for plaintiff Bren Insurance Services,  
Inc. d/b/a Action Pharmaceutical Consulting

1 DATED: April 1, 2025

Respectfully submitted,  
TROUTMAN PEPPER LOCKE LLP

3 By: /s/ William C. Mullen

4 WILLIAM C. MULLEN

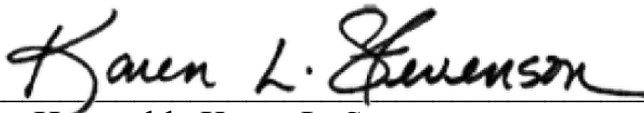
5 MADELEINA HALLEY

6 Attorneys for defendant Healthcare Highways,  
LLC

7  
8  
9  
10 \* Pursuant to L.R. 5-4.3.4(a)(2)(i), the filer attests that all signatories listed, and on  
11 whose behalf the filing is submitted, concur in the filing's content and have  
12 authorized the filing.

13 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

14  
15 DATED: April 4, 2025

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18 The Honorable Karen L. Stevenson

19 United States Magistrate Judge  
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EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_  
[full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date]  
\_\_\_\_\_ in the case of BREN INSURANCE SERVICES, INC. d/b/a ACTION PHARMACEUTICAL CONSULTING v. HEALTHCARE HIGHWAYS, INC., Case 2:24-cv-03557-KS. I agree to comply with and to be bound by all terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment, including contempt. If I receive documents or information designated as Protected Material (as that term is defined in the Stipulated Protective Order), I understand that such is provided to me pursuant to the terms and restrictions of the Stipulated Protective Order. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

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City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I certify that all counsel of record who are deemed to have consented to electronic service are being served with a true and correct copy of the above document on April 1, 2025 via the Court's CM/ECF system. Any other parties or counsel of record will be served by regular and/or electronic mail.

/s/ Andrew B. Goodman

Andrew B. Goodman